it is not admitted. *Guhl* v. *Whitcomb* (1901) 109 Wis. 69, 85 N. W. 142. The question whether a picture is misleading would seem to be a question for the jury just as the credibility of any other testimony. 1 Wigmore, Evidence, § 792; *contra, Ortiz* v. *State* (1892) 30 Fla. 256, 11 So. 611. The decision in the principal case, that a photograph of a hypothetical situation is inadmissible, is supported by the authorities. *Babb* v. *Oxford Paper Co.* (1904) 99 Me. 298, 59 Atl. 290; *Stewart* v. *St. Paul City Ry.* (1899) 78 Minn. 110, 80 N. W. 853; *Wyldes* v. *Patterson* (1915) 31 N. D. 282, 153 N. W. 630. The reason for excluding the evidence is that it is irrelevant since it does not help to determine any fact in issue but simply gives the party's hypothesis as to how the facts occurred. It is submitted that the holding in the principal case is correct.

GIFT—ENGAGEMENT RING—CONDITION SUBSEQUENT.—The defendant, having broken her contract to marry the plaintiff, refused to return the engagement ring. *Held,* the plaintiff could recover the ring. *Jacobs* v. *Davis* (1917) 2 K. B. 532.

Where, under the circumstances of the principal case, there had been no expression of the intention of the parties, it is submitted that the most likely inference is that there was an absolute gift. See *Stromberg* v. *Rubinstein* (1897) 19 Misc. 647, 44 N. Y. Supp. 405. But, on the basis of the assumption that in the great majority of such cases the ring is returned, it might well be argued that such was the intention of the parties. If this is the proper inference of fact, there seems no reason of policy why the intention should not be carried out. But it is difficult to find a legal basis for the recovery of the ring. The principal case refers to it as a pledge to bind the contract, which, if the recipient breaks the agreement, she must return. This view seems to be in accord with the history of betrothal gifts. *Cf.* Pollock & Maitland, History of English Law (2nd ed.) 366. There is, however, only a analogy between this case and what is known in modern law as a pledge. And moreover, under this construction, the plaintiff could recover even if he had broken the contract, provided he paid damages for the breach; *cf.* Goodeve, Personal Property, (5th ed.) 28, which proves too much since it seems probable from the scant authorities that unless the defendant has broken the contract, the plaintiff would not recover. *Cf. Robinson v. Cumming* (1742) 2 Atk. *409; 1 Fonblanque, Equity (3rd ed.) c. 6, § 15. A similar difficulty arises if the theory of ordinary bailment is adopted. Another basis for recovery is suggested in a case where money had been advanced by the plaintiff to the defendant to purchase a trousseau. It was held that upon the defendant's breach of the contract to marry, plaintiff could recover in assumpsit. *Williamson* v. *Johnson* (1890) 62 Vt. 378, 20 Atl. 279. While the reasoning in this case is confused, the basis of the opinion seems to be that of conditional gift. It has been held that there cannot be a gift of personalty on condition subsequent. *Irish* v. *Nutting* (N. Y. 1867) 47 Barb. 370. But there seems no reason in the nature of things why there could not be such a gift, and there is authority for holding it valid. *Blanchard* v. *Sheldon* (1871) 43 Vt. 512; Childs, Personal Property § 228; Goodeve, *supra,* 85; Thornton, Gifts & Advancements § 94. It would seem that this theory affords the most satisfactory basis for an action at law.